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 Cranbrook Realty Investment Fund LP

**UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA**

In re:

DOUBLE JUMP, INC.,

Debtor.

Lead Case No. BK-19-50102-btb

Chapter 11

Cases Jointly Administered with:

19-50103-btb; 19-50104-btb; 19-50105-btb;  
 19-50106-btb; 19-50108-btb; 19-50109-btb;  
 19-50130-btb; 19-50131-btb; 19-50135-btb

**DECLARATION OF KYLE KAMPFEN IN  
 SUPPORT OF MOTION FOR RELIEF  
 FROM THE AUTOMATIC STAY FOR  
 CAUSE OR IN THE ALTERNATIVE FOR  
 ADEQUATE PROTECTION (11 U.S.C.  
 §362(d)(1), (2))**

Hearing Date: OST Requested

Hearing Time:

- ☐ Affects All Debtors
- ☐ Affects Double Jump, Inc.
- ☐ Affects Dora Dog Properties, Inc.
- ☐ Affects Dog Blue Properties, LLC
- ☐ Affects Brandy Boy Properties, LLC
- ☐ Affects 475 Channel Road, LLC
- ☐ Affects Park Road, LLC
- ☐ Affects 140 Mason Circle, LLC
- ☒ Affects DC Solar Solutions, Inc.
- ☐ Affects DC Solar Distribution, Inc.
- ☐ Affects DC Solar Freedom, Inc.

1 I, Kyle Kampfen, hereby declare:

2 1. I am a Senior Property Manager and Systems Administrator with creditor  
3 Cranbrook Realty Investment Fund LP ("Movant") and I make this Declaration on Movant's  
4 behalf.

5 2. I have personal knowledge of the matters set forth within this Declaration, except  
6 as to those matters alleged herein on information and belief and as to those matters, I believe them  
7 to be true. If called upon to testify, I could competently state the following.

8 3. In my capacity as a Senior Property Manager and Systems Administrator to the  
9 Movant, I have access to, and I am familiar with, the books and records kept by the Movant  
10 regarding the Debtor DC Solar Solutions, Inc. ("Debtor"). These books and records have been  
11 generated, recorded and compiled in the ordinary course of business of the Movant. Further, these  
12 documents were prepared at the time, or near the time, that the information was received or the  
13 events and transactions actually took place. It is the standard operating procedure of the Movant  
14 to preserve these documents in a place of safekeeping on its business premises. I have personal  
15 access to these books and records and their continued safekeeping is maintained under my  
16 direction and supervision.

17 4. I make this Declaration in support of the motion to obtain relief from a stay for  
18 cause and alternatively for adequate protection of Movant's interest under the subject non-  
19 residential real property lease described below.

20 5. The Debtor is a tenant of Movant at the non-residential premises located at 589,  
21 597, 631 and 635 Indiana Street, Benicia, California (collectively the "Subject Premises").  
22 Collectively, the Subject Premises comprise approximately 168,316 square feet of prime  
23 industrial space including internal offices.  
24

25 6. On or about June 28, 2016, Movant's predecessor-in-interest leased to the Debtor  
26 597, 631 and 635 Indiana Street, Benicia, California pursuant to a written Amended and  
27 Restated Lease (as amended and extended, the "Lease"), a true and correct copy of which is  
28

1 attached hereto as Exhibit "A" and incorporated herein by reference. The Lease provided that  
2 the Debtor would lease the identified premises then consisting of approximately 127,169 square  
3 feet for a term of 120 months from the commencement date. The Debtor as the tenant under the  
4 Lease promised to make monthly Base Rent on the first day of each calendar month as well as  
5 monthly Additional Rent consisting of an estimate of the Debtor's allocable share of operating  
6 expenses, real property taxes, insurance, common area maintenance. Within 60 days after the  
7 end of each calendar year, Movant furnishes to the Debtor a statement of such actual expenses  
8 incurred by Movant for the calendar year together with the payments made by the Debtor and  
9 any deficiency must be paid by the Debtor within 30 days of such statement. The monthly  
10 Additional Rent estimate is also adjusted accordingly for the next 12-month period. Interest and  
11 late charges are also considered Additional Rent pursuant to the Lease, as well as any additional  
12 money spent by Movant pursuant to the terms thereof. Rent is due on the first of each month  
13 and if not timely paid, a late fee is payable to Movant in an amount equal to 5% of the  
14 delinquent amount for each month or portion thereof that the delinquency remains outstanding.  
15 Interest accrues on all unpaid sums at the rate of 18% per annum or the maximum interest rate  
16 permitted by law. The Debtor paid a security deposit in the amount of \$29,137.85 at the  
17 commencement of the Lease.  
18  
19

20 7. On November 21, 2016, the Lease was amended pursuant to a First Amendment, a  
21 true and correct copy of which is attached hereto as Exhibit "B" and is incorporated herein by  
22 reference. The First Amendment confirmed the expansion of the premises to also include 589  
23 Indiana Street, Benicia, California as part of the Subject Premises and extended the term of the  
24 Lease through June 30, 2024. The First Amendment also set forth the amount of the Annual  
25 Base Rent and Monthly Base Rent during the extended period of the Lease according to the  
26 following schedule:  
27  
28

Period of Extended Term	Annual Rate per Square Foot (rounded to nearest 100 <sup>th</sup> of a dollar)	Annual Base Rent	Monthly Base Rent
12/1/16 – 2/28/17	Existing Premises: \$4.20	Existing Premises: \$534,109.80	Existing Premises: \$44,509.15
	Expansion Space: \$0.00	Expansion Space: \$0.00	Expansion Space: \$0.00
3/1/17 – 6/30/17	\$0.00	\$0.00	\$0.00
7/1/17 – 2/28/18	\$4.44	\$747,323.04	\$62,276.92
3/1/18 – 2/28/19	\$4.57	\$769,204.08	\$64,100.34
3/1/19 – 2/28/20	\$4.71	\$792,768.36	\$66,064.03
3/1/20 – 2/28/21	\$4.85	\$816,332.64	\$68,027.72
3/1/21 – 2/28/22	\$5.00	\$847,579.92	\$70,131.66
3/1/22 – 2/28/23	\$5.15	\$866,827.44	\$72,235.62
3/1/23 – 2/28/24	\$5.30	\$892,074.84	\$74,339.57
3/1/24 – 6/30/24	\$5.46	\$919,005.48	\$76,583.79

8. The Debtor failed to pay the Monthly Base Rent of \$64,100.34 and Monthly Additional Rent of \$18,530.00 that became due on January 1, 2019. As a result, Movant assessed the Debtor with a late charge in the amount of \$4,131.52 on January 2, 2019 and thereafter applied the security deposit of \$29,137.85 on January 5, 2019 in partial payment of the outstanding rental arrears. Movant thereafter notified the Debtor of the requirement to replenish the security deposit to its original amount of \$29,137.85. The Debtor also failed to pay the Monthly Base Rent and Monthly Additional Rent that became due on February 1, 2019. The Debtor also failed to replenish the security deposit.

9. As a result of the aforementioned defaults, Movant served the Debtor with a three-day notice to pay rent or quit on January 11, 2019, a true and correct copy of which including a declaration of service, is attached hereto as Exhibit "C" and is incorporated herein by reference. When the Debtor failed to return possession of the Subject Premises and also failed to pay the rents then due and owing at the end of said three-day period, Movant filed a Complaint for Unlawful Detainer in Solano County Superior Court on January 29, 2019. A true and correct

copy of the Complaint for Unlawful Detainer (with exhibits omitted to avoid repetition) is attached hereto as Exhibit "D" and is incorporated herein by reference. A summons was duly issued by the Clerk of the Solano County Superior Court. A true and correct copy of the Summons is attached hereto as Exhibit "E" and is incorporated herein by reference. The Summons provided that the Debtor had 5 calendar days after service to respond to the Summons and Unlawful Detainer Complaint. The Summons and the Unlawful Detainer Complaint were served together upon the Debtor on January 30, 2019. A true and correct copy of the Proof of Service of Summons is attached hereto as Exhibit "F" and is incorporation herein by reference.

10. The Debtor did not answer or otherwise respond to the Summons and Unlawful Detainer Complaint, but instead filed for protection under chapter 11 on February 3, 2019.

11. There is now due and owing from the Debtor the following amounts as and for rent and related charges pursuant to the Lease between the parties:

Date	Description	Amount
<b>Pre-Petition Charges</b>		
1/1/19	January Base Rent	\$64,100.34
1/1/19	January Additional Rent	\$18,530.00
1/2/19	Late charge 5% of \$82,630.34 for January rents	\$4,131.52
1/5/19	Applied Security Deposit	-\$29,137.85
	Balance of January Owing	\$57,624.01
1/5/19	Replenish Security Deposit (in February 1, 2019 statement attached hereto as Exhibit "G")	\$29,137.85
2/1/19- 2/2/19	February Base Rent (pro-rated) $\$64,100.34 \div 28 \text{ days} = \$2,289.30 \text{ per day}$ $\$2,289.30 \times 2 \text{ days} =$	\$4,578.60
2/1/19- 2/2/19	February Additional Rent (pro-rated) $\$18,530.00 \div 28 \text{ days} = \$661.79 \text{ per day}$ $\$661.79 \times 2 \text{ days} =$	\$1,323.58
2/2/19	Late charge 5% of \$82,630.34 for February rents	\$4,131.52
2/2/19	Late charge 5% of \$57,624.01 on balance of January rents	\$2,881.20
1/29/19	Attorneys' fees and costs for Unlawful Detainer	\$5,785.00

Date	Description	Amount
2/1/19	2018 Operating Expenses Reconciliation Charge (attached hereto as Exhibit "H")	\$7,600.02
	<b>Total Pre-Petition Arrears</b>	<b>\$170,685.79</b>
<b>Post-Petition Charges</b>		
2/3/19-2/28/19	February Base Rent (pro-rated) \$64,100.34 - \$4,578.60 (from above) =	\$59,521.74
2/3/19-2/28/19	February Additional Rent (pro-rated) \$18,350.00 - \$1,323.58 (from above) =	\$17,026.42
3/1/19	March Base Rent	\$66,064.03
3/1/19	March Additional Rent	\$18,530.00
	<b>Total Post-Petition Arrears</b>	<b>\$161,142.19</b>
	<b>GRAND TOTAL ARREARS</b>	<b>\$331,827.98</b>

Due to the fact that March rents will become due before a hearing can be held on this Motion, Movant has included those amounts in the calculation above of post-petition arrears. Base monthly rent will increase pursuant to the Lease effective March 1, 2019 to \$66,064.03. The calculations above do not include post-petition attorneys' fees related to this bankruptcy case, nor post-petition late charges and interest; Movant reserves all rights to assert such amounts.

12. Movant does not have, nor has it been offered adequate protection for its interest under the Lease and in the Subject Premises. As explained above, Movant applied its security deposit toward the outstanding rental arrears during the month of January 2019 and no longer holds a security deposit. Movant demanded pre-petition that the Debtor replenish the security deposit pursuant to the Lease, which has not occurred.

13. Prior to bringing this Motion, I am informed and believe that counsel for Movant reached out to lead bankruptcy counsel for the Debtor by letter sent by email in an attempt to see if the Debtor would propose adequate protection payments. No response was received. Movant is informed and believes that the Debtor's motion to obtain post-petition debtor-in-possession financing on an emergency basis was denied by the Court following a hearing on February 8, 2019.

14. The Debtor has continued to use and enjoy the Subject Premises while this chapter 11 case has been pending without payment of rent to Movant.

15. As set forth above, Movant served the Debtor with a three-day notice to pay rent or quit on January 11, 2019. The time for the Debtor to pay rent or quit and deliver up possession of the Subject Premises therefore expired on January 14, 2019. The Debtor failed to pay the rents then due and owing and also failed to deliver possession. The three-day notice, which is attached hereto as Exhibit “C”, included an election of forfeiture of the Lease. Movant then commenced an Unlawful Detainer Complaint on January 29, 2019, which civil action was stayed when this bankruptcy case was filed on February 3, 2019.

16. Movant is currently precluded from taking any steps to recover possession of the Subject Premises and mitigate its damages unless and until the Court grants relief from the automatic stay.

Executed on February 26, 2019 at Modesto, Stanislaus County, California. I declare under penalty of perjury that the foregoing is true and correct.

Kyle Kampfen



**CERTIFICATE OF SERVICE**

Pursuant to FRBP 7005 and FRCP 5(b), I certify that I am an employee of Law Offices of Amy N. Tirre, APC, that I am over the age of 18 and not a party to the above-referenced case, and that on February 26, 2019 I filed and served the foregoing **DECLARATION OF KYLE KAMPFEN IN SUPPORT OF MOTION FOR RELIEF FROM THE AUTOMATIC STAY FOR CAUSE OR IN THE ALTERNATIVE FOR ADEQUATE PROTECTION** (11 U.S.C. §362(d)(1), (2))

  X   **BY NOTICE OF ELECTRONIC FILING:** through Electronic Case Filing System of the United States Bankruptcy Court, District of Nevada, to the individuals and/or entities at their email addresses as set forth below:

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XX

**BY MAIL:** by placing the document listed above in a sealed envelope with Postage thereon fully prepaid in the United States Mail at Reno, Nevada, and addressed as set forth below. I am readily familiar with my office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on 26 February 2019, with postage thereon fully prepaid in the ordinary course of business.

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DATED February 26, 2019.

/s/ Genevieve DeLucchi  
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